SERFF Tracking Number: AEGX-126615781 State: Arkansas
Filing Company: Monumental Life Insurance Company State Tracking Number: 45591

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

# Filing at a Glance

Company: Monumental Life Insurance Company

Product Name: Student Health SERFF Tr Num: AEGX-126615781 State: Arkansas TOI: H02G Group Health - Accident Only SERFF Status: Closed-Approved- State Tr Num: 45591

Closed

Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

Co Tr Num: GH AR0047655F02 State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Implementation Date:

Author: SPI ADMSLH Disposition Date: 05/06/2010 Date Submitted: 05/05/2010 Disposition Status: Approved-

Closed

Implementation Date Requested:

State Filing Description:

**General Information** 

Project Name: Student Health

Project Number: GH AR0047655F02

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/06/2010

Deemer Date:

Submitted By: SPI ADMSLH

Filing Description:

Insurance Commissioner Jay Bradford

Compliance - Life and Health

Arkansas Department of Insurance

1200 West Third Street Little Rock, AR 72201-1904

Re: Monumental Life Insurance Company

Group K-12 - Blanket Student Accident Only Policy

Status of Filing in Domicile: Authorized Date Approved in Domicile: 04/21/2010

**Domicile Status Comments:** 

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Blanket

Explanation for Other Group Market Type:

State Status Changed: 05/06/2010

Created By: SPI ADMSLH

Corresponding Filing Tracking Number:

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

Company Filing #: GH AR0047655F02

Forms MLSA2100GBP

NAIC #: 468-66281 FEIN #: 52-0419790

Dear Commissioner Bradford:

The above referenced form is being filed for your review.

Revised form MLSA2100GBP is replacing Policy form MLSA2100GBP which was previously approved by your department on January 26, 2010 under SERFF Filing ID AEGX-126458195. The original version of this form has not been issued in Arkansas or otherwise used in Arkansas and will not be used in Arkansas at anytime. Therefore, we would like to withdraw the previously approved form and replace it with this revised form so that we can retain the original form number.

Policy form MLSA2100GBP has been revised to further clarify benefits. The Benefit Provisions have been revised and now refer to the Schedule of Benefits for the benefit description. Additionally we have added a definition for Policyholder, the definitions Deductible and Disappearing Deductible has been separated, and the provision Incontestability has been deleted. Some additional variability and language changes have also been made to this form. A redline version indicating the changes made is attached under the supporting documentation tab.

We hope that we will soon be receiving your notice of approval. Should you need any additional information, please contact me. Thank you for your help and cooperation with this filing.

Sincerely,
Mary J. DiMarcantonio, ALHC
Policy Filing and Compliance Analyst
1-800-233-4624 Ext. 5263
mdimarcantonio@aegonusa.com

# **Company and Contact**

### **Filing Contact Information**

Mary DiMarcantonio, Product Filing & mdimarcantonio@aegonusa.com

Compliance Analyst

520 Park Avenue 410-209-5263 [Phone] Baltimore, MD 21201 410-209-5910 [FAX]

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

**Filing Company Information** 

Monumental Life Insurance Company CoCode: 66281 State of Domicile: Iowa

4333 Edgewood Road, N.E. Group Code: 468 Company Type: Life and Health

Cedar Rapids, IA 52499 Group Name: State ID Number:

(800) 553-5957 ext. [Phone] FEIN Number: 52-0419790

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Monumental Life Insurance Company \$50.00 05/05/2010 36253032

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	05/06/2010	05/06/2010

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

# **Disposition**

Disposition Date: 05/06/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	AR - NAIC TRANSMITTAL DOCUMENT	Approved-Closed	Yes
Supporting Document	AR - NAIC FORM FILING ATTACHMENT	Approved-Closed	Yes
Supporting Document	Explanation Of Variability	Approved-Closed	Yes
Supporting Document	MLSA2100GBP Blanket Student Acciden	t Approved-Closed	Yes
	Only Policy Redline Version of Revised		
	Policy		
Supporting Document	Cover Letter 5/5/10	Approved-Closed	Yes
Form	Blanket Student Accident Only Insurance	Approved-Closed	Yes
	Policy		

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

# Form Schedule

Lead Form Number: MLSA2100GBP

Schedule	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Item	Number				Data		
Status							
Approved-	MLSA2100	Policy/Conf	t Blanket Student	Initial		40.000	MLSA2100G
Closed	GBP	ract/Fraterr	Accident Only				BP.PDF
05/06/2010		al	Insurance Policy				
		O					



(Herein, "We," "Us," "Our" or the Company)

Hereby issues to the School this Policy insuring the persons of the School, herein called the Insured. The Company agrees to pay the described benefits in this Policy. Coverage is subject to provisions for Injuries received while the Insured is:

- (a) participating in or attending any School Sponsored and Supervised Activity. The activity must be supervised by an authorized representative of the School;
- (b) traveling directly and uninterruptedly to and from such School Sponsored and Supervised Activity with other members as a group. Such travel must be supervised by an authorized representative of the School;
- (c) traveling directly and uninterruptedly to or from the Insured's Residence and the meeting place for the purpose of participating in a School Sponsored and Supervised Activity.

[Further, in consideration of payment of the premium for 24-Hour Coverage, this insuring clause is amended to include the following:

(d) engaged in activities other than those named in paragraphs (a) through (c) above, except for those activities specifically excluded by the Policy or by any endorsements.]

ALL BENEFITS AND EXCLUSIONS ARE DESCRIBED HEREIN.

This Policy is issued in consideration of (a) the attached application made a part hereof; and (b) payment of premium as set forth.

Signed for the Company at its Home Office, Cedar Rapids, Iowa.

NON-PARTICIPATING
BLANKET STUDENT ACCIDENT ONLY POLICY

[LIMITED BENEFIT, PLEASE READ CAREFULLY]

MONUMENTAL LIFE INSURANCE COMPANY Cedar Rapids, Iowa

Secretary

H Stacey Gazer

President

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### **SCHEDULE OF BENEFITS**

POLICYHOLDER: {ABC School}

POLICY NUMBER: {MZ 00-000}

EFFECTIVE DATE: {August 1, 2010}

TERMINATION DATE: {August 1, 2011}

### APPLIES TO:

- 1. [All School Sponsored and Supervised Activities including all interscholastic sports,]
- 2. [All School Sponsored and Supervised Activities including [senior high school] tackle football,]
- 3. [All School Sponsored and Supervised Activities excluding all interscholastic sports,]
- 4. [All School Sponsored and Supervised Activities including all interscholastic sports except tackle football,]

[Interscholastic sports including [senior high school] tackle football,]

- 5. [Interscholastic sports except tackle football,]
- 6. [Interscholastic [senior high school] tackle football only,]
- 7. [Voluntary participation school time and 24-hour plans including all interscholastic sports except tackle football,]
- 8. [Voluntary participation school time and 24-hour plans excluding all interscholastic sports,]
- 9. [Voluntary student dental plan,]
- 10. [Specifically named student group(s), team(s), club(s), event(s), trip(s), as specified by the Policyholder].

# Maximum Medical Expense Benefit [for each Injury]: {\$5,000 - \$5,000,000}

# Benefit Period[s]:

[{\$10,000 - \$5,000,000} MAXIMUM BENEFIT WITH A {1-10} [YEAR] [LIFETIME] BENEFIT PERIOD UNDER ATHLETIC PLAN]

[{\$10,000 - \$500,000} MAXIMUM MEDICAL EXPENSE BENEFIT WITH A {1-5} YEAR BENEFIT PERIOD UNDER VOLUNTARY STUDENT PLAN]

[UP TO {\$10,000-\$5,000,000} MAXIMUM BENEFIT WITH {1-10} [YEAR] [LIFETIME BENEFIT] PERIOD UNDER COMPULSORY STUDENT PLAN]

Coverage will be provided only for the benefits specified below.

### STUDENT ACCIDENT ONLY SCHEDULE OF BENEFITS:

# BENEFITS FOR HOSPITAL AND PROFESSIONAL SERVICES:

Initial treatment must be rendered within {15 - 60} days of the date of Injury, otherwise no benefits are payable.

[Services must be rendered within  $\{1 - 10 \text{ year(s)}\}\$  from the date of Injury. Expenses incurred after  $\{1 - 10 \text{ year(s)}\}\$  from the date of Injury are not covered even though the service is a continuing one or one that is necessarily delayed beyond  $\{1 - 10 \text{ year(s)}\}\$  from the date of the Injury.]

[Benefits will be paid up to a maximum of {\$10,000 - \$5,000,000} for any one Injury, which are in excess of the deductible.]

[The Deductible Amount is [the greater of]:

- 1. [{\$100 \$25,000}][; or]
- 2. [Benefits paid for the same Injury under all Other Valid and Collectible Health Insurance Plans].

[Out-Of-Pocket-Limit per Insured: {\$500 - \$7500} per Covered Injury. [This Out-Of-Pocket-Limit does not apply to the Dental Coverage Benefit.]

[{\$100-\$5,000} EXCESS PROVISION: This provision is described in the Student Accident Only Benefits section.]

[This provision will only apply when there is no identifiable charge, to the parent or student, for coverage.]]

### HOSPITAL AND PROFESSIONAL SERVICES BENEFIT

Maximum Benefit Limitations:

### 1. [AMBULANCE

[{50%-90%} of the] [Usual and Customary Charge][Actual Charge] for services of a licensed ambulance unit are covered [up to a {\$50 - \$25,000} maximum].]

### 2. [AMBULATORY SURGICAL CENTER:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a {\$50 - \$25,000} [per Accident] maximum].]

### 3. [CAT SCAN:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a {\$50 - \$25,000} [per Accident] maximum].]

## 4. [DENTAL:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a maximum of {\$50 - \$25,000} per Accident] [and] [{\$50-\$500} maximum per tooth]. This covers treatment of sound and natural teeth [as well as capped or crowned teeth] [for up to {52 - 260 weeks}] from the date of Injury.]

# 5. [[EYEGLASSES] [CONTACTS LENSES] [AND] [HEARING AIDS]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to {\$200 - \$500} per Accident [maximum] is allowed for replacement of [eyeglasses,] [contact lenses,] [or] [hearing aids] broken or damaged in a covered Accident in which medical treatment is provided for accidental bodily Injury].]

# 6. [[HEAT EXHAUSTION] [and] [SPRAINS]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a {\$50 - \$25,000} [per Accident] maximum][.] [Considered a covered Accident under interscholastic athletics.]]

### 7. [HOSPITAL:

[{50% - 90%} of the] [Hospital room and board is covered at the semi-private room rate up to the [Usual and Customary Charge][Actual Charge] [up to a maximum of {\$100 - \$200} per day]

[and] [up to a maximum of {5 - 10} days]. [{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] for inpatient miscellaneous (inpatient or as outpatient for day surgery) expenses are covered[.]] [up to a {\$1,000-\$25,000} maximum].]

# 8. [HOSPITAL EMERGENCY ROOM:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] for treatment [within {24-72} hours] of an Injury (including supplies and services [except x-rays])].]

### 9. [MRI:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a {\$50 - \$25,000} [per Accident] maximum].]

# 10. [NURSING SERVICES:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge], if prescribed by a Physician and the Insured is, Hospital confined[.] [up to a maximum of {\$30 - \$500} per visit][.] [and] [up to a maximum of {5 - 20} visits][.] [up to a {\$200 - \$25,000} maximum].]

# 11. [ORTHOPEDIC [BRACES] [&] [APPLIANCES]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge][.] [up to a {\$50 - \$25,000} maximum].]

# 12. [[OUTPATIENT SERVICES] [AND] [LABORATORY TESTS]:

[ $\{50\% - 90\%\}$  of the] [Usual and Customary Charge][Actual Charge][.][ up to a  $\{\$100 - \$25,000\}$  maximum].]

## 13. [PHYSICIAN'S VISITS:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] for non-surgical doctor visits (including office visits) will be paid[.] [up to {\$30 - \$500} maximum [per visit][.] [and] [up to a maximum of {5 - 20} visits] [up to a {\$200 - \$25,000} maximum].]

# 14. [[PHYSIOTHERAPY] [PHYSICAL THERAPY] [AND/OR] [SPINAL MANIPULATION]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] for in hospital diathermy, heat treatment, adjustment, manipulation or massage is covered [up to a maximum of {\$25 - \$100} per visit] [and] [up to a maximum of {3 - 365} visits]. Coverage is also provided for necessary treatment in the doctor's office, or by a Sports Medicine Center or similar facility up to the [Usual and Customary Charge][Actual Charge], provided the treatment is rendered by a licensed Physician or registered physical therapist \*\*\*[, to a maximum of {\$1,000 - 2,000}, unless total medical bills exceed {\$25,000} in which case the maximum limit is removed].\*\*\*
[BRACKETED PHRASE FOR VOLUNTARY PARTICIPATION PLANS ONLY]]

### 15. [PRESCRIPTION DRUGS:

[{50% - 90%} of the] [Prescription drugs are covered [in full] up to the] [Usual and Customary Charge][Actual Charge] when prescribed by a Physician for treatment of a covered Accident[.]] [up to a {\$50 - \$25,000} maximum].]

### 16. [SECOND OPINION:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] is allowed for consultations and second opinions, in cases in which surgery is contemplated[.] [up to a {\$200 - \$25,000} maximum].]

# 17. [[SURGERY] [AND] [ANESTHESIA]:

[SURGERY - [{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] is allowed[. ] [up to a {\$500 - \$25,000} maximum].]

[ANESTHESIA - [{50% - 90%} of the] [surgical benefit] [Usual and Customary Charge][Actual Charge] is allowed[. ] [up to a {\$200 - \$25,000} maximum].]

# 18. [[X-RAYS][AND][DIAGNOSTIC IMAGING]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [when billed by provider other than a Hospital][. ] [up to a {\$50 - \$25,000} maximum].]

# [ACCIDENTAL DEATH],] [AND][ DISMEMBERMENT][, AND LOSS OF SIGHT] BENEFIT:

[{\$5,000 - \$50,000} will be paid [(as shown in the following schedule)] if death occurs within {100 - 365 days} of the date of Accident.]

[{\$5,000 - \$50,000} will be paid (as shown in the following schedule) for dismemberment occurring within {100 - 365 days} of the date of Accident.]]

[Loss of Life: {\$5,000 - \$50,000}]

[Loss of Both Hands, Both Feet, or Sight of Both Eyes: {\$5,000 - \$50,000}]

[Loss of One Hand, One Foot, or Sight of One Eye: {\$2,500 - \$25,000} ]]

## **IVOLUNTARY PARTICIPATION DENTAL COVERAGE BENEFIT**

[50% - 90% of the] [Usual and Customary Charge][Actual Charge] up to a maximum of  $\{\$2,000 - \$5,000\}$ , per Accident, subject to the following:  $\{\$500 - \$1,000\}$  for each treatment and service, of sound natural teeth[;  $\{\$200 - \$500\}$  maximum for treatment for dentures, braces, caps, crowns, fillings, bridges, prosthetic, or orthodontic devices or any artificial dental device]. Treatment must be rendered within  $\{26 - 52\}$  weeks of the Injury. [If treatment cannot be performed during this period, benefits will be paid up to the maximum of  $\{\$50 - \$100\}$  for such deferred treatment, upon receipt of proper certification by a dentist.]

### **ISTUDENT DISABILITY BENEFIT**

After  $\{6 - 12\}$  months of an eligible Disability an initial Disability benefit of  $\{\$10,000 - \$50,000\}$  will be paid. Thereafter, a monthly benefit of  $\{\$1,000 - \$5,000\}$  until  $[\{age 65\}][$  or up to [age 65][ or up to [age 65][] or up to [age 65][] whichever occurs first [age 65][] or up to [age

# **DEFINITIONS**

**ACCIDENT** means an unexpected, external and sudden event that is independent of any other cause and occurs while the Insured is covered under this Policy.

[ACTUAL CHARGE means the fee charged, by the Physician or Hospital, for a covered service.]

**COINSURANCE** means the amount to be paid by the Insured as a percentage of the covered medical expenses, after the Deductible has been met.

**[DEDUCTIBLE** means the dollar amount of Covered Medical Expenses [and Covered Dental Expenses] which must be incurred as an out-of-pocket expense, by an Insured for each Loss, before benefits are payable under this Policy. [The Deductible amount is shown on the Schedule.]]

[DISAPPEARING DEDUCTIBLE means the dollar amount of Covered Medical Expenses [and Covered Dental Expenses] which must be incurred as an out-of-pocket expense[, or satisfied by any other benefit plan or combination thereof] by an Insured for each Loss.]

**HOSPITAL** means an institution which meets all of the following requirements:

- (1) it must be operated according to law;
- it must give 24 hour medical care, diagnosis and treatment to the sick or injured on an in-patient basis for which a charge is made:
- (3) it must provide diagnostic and surgical facilities supervised by Physicians;
- (4) Registered Nurses must be on 24 hour call or duty;
- the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

A Hospital is not a rest, convalescent, extended care, rehabilitation or Skilled Nursing Facility. It is not a place which primarily treats mental illness, alcoholism or drug addiction; nor does it include any ward, wing or other section of the Hospital that is used for such purposes. It is not a facility where, in the absence of insurance, there is no legal obligation to pay.

**IMMEDIATE FAMILY MEMBER** means the Insured's spouse, children (includes legally adopted or stepchild), brothers, sisters, uncles, aunts, in-laws, and parents of the Insured and of the Insured's spouse.

**INJURY** means bodily injury caused by an Accident. The injury must occur while this Policy is in force and while the Insured is covered under this Policy. [The injury must be sustained while the Insured is participating in an activity covered by this Policy]

[The term injury also means the treatment of a re-injury, incurred while the Policy is in force with respect to the Insured, for which the Insured has been treatment free for a period of at least {90 - 365} days prior to the effective date of the Master Policy.

If benefits have been paid under the Policy for an injury incurred while the Policy is in force, with respect to the Insured, a re-injury will be considered a new injury if:

- a) The re-injury occurs while the Policy is in force with respect to the Insured; and
- b) The Insured remains treatment free for a period of {90 365} days between the date of last treatment for the original injury and the date of the re-injury. A re-injury that is incurred within {90 365} days of the original injury will be considered a continuation of the original injury.]

**INSURED** means an eligible student as outlined in this Policy [for whom an enrollment form has been received] and has paid the required premium. The words he, his, and him refer to the Insured[, regardless of gender].

**LOSS** means medical expense covered by this Policy as the result of Injury.

**MEDICALLY NECESSARY** means care which a Physician has determined to be certifiably essential for the diagnosis or treatment of an Injury. This determination must be based on objective results produced by an examination of the Covered Person's demonstrable symptoms. The Physician's treatment plan may be reviewed by an impartial third party whose determination will be binding on us and the Insured.

**OTHER VALID AND COLLECTIBLE HEALTH INSURANCE PLANS** means all other valid and collectible Hospital, medical, dental or surgical coverage providing benefits for covered medical services of the kind described in this Policy. Other Valid and Collectible Group Insurance includes but is not limited to group or blanket insurance policies; Hospital or medical service plan contracts; HMO or other

prepayment plans; employee benefit plans; any plan arranged through an employer, labor union, employee benefit association or trustee; any group plan created or administered by the federal or a state or local government or its agencies; or automobile medical payments and no-fault insurance. "Other insurance" shall not include accidental death and dismemberment insurance of any kind.

**OUT-OF-POCKET-LIMIT** means the total maximum dollar amount that a Covered Person must pay as [Deductible] [and] Coinsurance for services and supplies for a covered Injury. All amounts paid as [Deductible] [and] Coinsurance shall count towards the maximum Out-Of-Pocket Limit. Once the maximum Out-Of-Pocket Limit is met all services and supplies shall be covered at 100% [of Usual and Customary Charge] [apt to the policy limit] with no Deductible or Coinsurance. [Balances over the Usual and Customary Charge[, dental charges,] [and the Deductible] do not apply to the Out-Of-Pocket-Limit dollar amount.]

**PHYSICIAN** means a person licensed by the state in which he is resident to practice the healing arts [or social worker]. He must be practicing within the scope of his license for the service or treatment given. He may not be the Insured or a member of his Immediate Family.

**PHYSIOTHERAPY** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**POLICY** means the contract issued to the Policyholder providing the benefits described.

**POLICYHOLDER** means the legal entity in whose name this Policy is issued, as shown on the Schedule of Benefits. The terms you, your, and yours mean the Policyholder.

**RESIDENCE** means the home and land or property on which the Insured's home is located.

**SCHOOL SPONSORED AND SUPERVISED ACTIVITY [REGULARLY SCHEDULED ACTIVITY]** means all school functions which are organized and scheduled solely by the school on or off school premises. This would include: (1) classes which are under the sole direct supervision of qualified school authorities; and (2) school sponsored and supervised travel to and from such activities, as provided in the insuring clause.

**SURGICAL EXPENSE** means (a) a Surgical Procedure; (b) necessary preoperative treatment in connection with such procedure; and (c) usual postoperative treatment.

**SURGICAL PROCEDURE** means (1) a cutting procedure; (2) suturing of a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

**[USUAL AND CUSTOMARY CHARGE** means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered[.] [and the [Ingenix] schedule of fees valued at the { 90th } percentile [and the Anesthesia Relative Value Guide].]

# **EXCLUSIONS**

Benefits are not paid for:

- [1. Injuries which are not caused by an Accident;]
- [2. Injury sustained as a result of practice or play in senior high interscholastic tackle football, unless the premium for such coverage has been paid;]

- [3. Charges incurred in connection with a re-injury or complications of a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a {6 24 month} period preceding the effective date of the Insured's coverage[, unless such charges are incurred after the Insured has been insured under the Policy for {6 –12} consecutive months];]
- [4. Treatment performed by an Immediate Family Member or person retained by the School;]
- [5. Injury due to: acts of war; suicide or intentionally self-inflicted Injury, while sane or insane (in Missouri while sane); violating or attempting to violate the law; taking part in any illegal occupation; fighting or brawling except in self defense; or loss in consequence of being legally intoxicated as defined by the laws of the state in which the loss occurs; or under the influence of any drugs or narcotic unless administered by or on the advice of a Physician;
- [6. Medical expenses for which the Insured is entitled to benefits under any (1) Worker's Compensation act; or (2) mandatory no-fault automobile insurance contract;]
- [7. Expenses for which there is no obligation to pay;]
- [8. Treatment or Loss resulting from [hernia, regardless of cause, ]Osgood Schlatter's disease, or osteochondritis;]
- [9. Injury sustained as a result of operating, riding in or upon, or alighting from an ATV (all terrain vehicle); or any [two], [three] [or] [four] wheeled [recreational] motor vehicle; [or snowmobile]; [or bobsled];]
- [10. Any expense for which benefits are payable under Catastrophic Accident Insurance Program of the State High School Interscholastic Activities Association;]
- [11. Bacterial infections, sickness or disease of any kind such as strep throat or tonsillitis, heat exhaustion, sunburn, frostbite, fainting, allergic reactions, except those which occur as a result of accidental ingestion or pus forming infections which occur through an accidental cut or wound;]
- [12. Vegetation poisoning such as poison ivy or poison sumac, or ptomaine poisoning;]
- [13. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain;]
- [14. Private air travel, to include ballooning or ultra-light aircraft; parachuting; or hang-gliding;]
- [15. Repair or replacement of prescription eye glasses, contact lens or hearing aids;]
- [16. Experimental procedures:]
- [17. Serving in the armed forces of any country or international authority.]
- [18. Expenses incurred for dental implants.]

### STUDENT ACCIDENT ONLY BENEFITS

[All benefits are subject to any Deductible[, Coinsurance] [and Out-Of-Pocket-Limit] amounts shown on the Schedule of Benefits.] [If the insured is covered under any Other Valid and Collectible Health Insurance Plans and has satisfied all or part of any Deductible amount under that plan, then that satisfied amount will be considered a Disappearing Deductible and the Deductible will be reduced by the amount satisfied under the other plan.]

### **Maximum Benefit Limitations**

Maximum Benefit Limitations are stated in the Schedule of Benefits.

### **HOSPITAL AND PROFESSIONAL SERVICES BENEFIT**

Upon receipt of due proof that an Insured incurred Medically Necessary expenses for Hospital and Professional Services, as the result of a covered Injury, we will pay benefits as shown in the Schedule of Benefits. Such Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a legally qualified Physician; (2) for Medically Necessary medical, dental or Hospital care; and (3) within the time limit stated in the Schedule of Benefits. [The insured will have a

[Deductible][, Co-insurance amount][ and Out-Of-Pocket-Limit] as shown in the Schedule of Benefits, per covered Injury.] Benefits[, in excess of the [Deductible][, Coinsurance.][ and Out-Of-Pocket-Limit] amount,] are paid to the maximum stated in the Schedule of Benefits, for any one Injury.

# [{\$100 - \$5,000} Excess Provision]

[We will not pay any Hospital, surgical or medical expenses under any provisions, [in excess of {\$100 - \$5,000}] to the extent that those same expenses are paid or payable under any of the following plans: Individual, Group, Blanket Franchise Plans, or Union Welfare Plans, including Group Blue Cross and Blue Shield. However, if such expenses remain unpaid after such plans have paid their benefits in full, we will pay such remaining expenses, which are covered under this policy. The same terms of the Policy will apply in paying such remaining expenses.

- 1. [This provision does not apply if total eligible expenses are {\$100 \$5,000} or less.] [The Policyholder shall pay 100% of the premium.]
- 2. [The Student Accident Coverage provides coverage on an Excess basis. Under this plan, the [first] {\$100 \$5,000} of covered charges are paid without regard to any other applicable coverage that may be in effect. After the [first] {\$100 \$5,000} in covered charges are paid, expenses which are not covered by your other personal or group insurance are eligible for coverage under this plan up to the Policy limit.]

This provision will apply even though the plans named above contain coordination of benefits, non-duplication of benefits or similar provisions.

[This provision will only apply when there is no identifiable charge, to the parent or student, for coverage.]]

# [DENTAL COVERAGE BENEFIT]

[Upon receipt of due proof that an Insured incurred Medically Necessary expenses for dental treatment performed as a result of an Injury, covered by this Policy, we will pay the benefit shown in the Schedule of Benefits.

This benefit covers Accidents occurring during covered School Sponsored and Supervised Activities. This includes all athletics and all forms of transportation. Coverage begins on the effective date of the Master Policy and ends on the termination date of the Master Policy.

The Insured must be treated by a legally qualified dentist, who is not an Immediate Family Member. The initial treatment must be rendered within {20 - 60 days} from the date of Injury. [Services must be rendered within the time period shown in the Schedule of Benefits. This benefit covers the treatment of sound and natural teeth as well as capped or crowned teeth.] Benefits[, in excess of the [Deductible][, Coinsurance.][ and][ Out-Of-Pocket-Limit] amount,] are paid to the maximum stated in the Schedule of Benefits, for any one Injury.]

### [{\$100 - \$5,000} Excess Provision

If there is other valid coverage providing benefits for the same Loss, benefits [in excess of {\$100 - \$5,000}] shall be paid first by the other coverage. The balance of unpaid eligible dental expenses will then be paid under this Policy.

[This provision will only apply when there is no identifiable charge, to the parent or student, for coverage.]]

## [Additional ][Exclusions

Benefits will not be paid for:

- [1. Conditions which are not caused by Injury;]
- [2. Re-injury or complications of a condition which existed prior to the Accident; or]
- [3. Orthodontics and damage to or Loss of dentures or bridges.]]

All other conditions and provisions remain unchanged.]

# [ACCIDENTAL DEATH,] [DISMEMBERMENT,] [AND] [LOSS OF SIGHT] BENEFIT]

[Upon receipt of due proof that an Insured sustains a Loss, we will pay the benefit shown in the Schedule of Benefits provided:

- (1) such Loss occurs within {100 365} days after the date of the Accident causing such Loss; and
- (2) such Injury results directly and independently of all other causes; and
- (3) such Injury is sustained while the Insured is covered under this policy.

"Loss" under this benefit shall mean with regard to hands and feet, actual severance above the wrist or ankle joint; with regard to sight, the entire and irrevocable loss thereof.

If the Insured sustains more than one of the losses, shown in the Schedule of Benefits, in one Accident, the total amount payable is the largest specified which applies to the Loss sustained as shown in the Schedule of Benefits.

[Any benefit payable under this provision is in addition to any benefit otherwise payable under this Policy. Benefit amounts are stated in the Schedule of Benefits.]

All other conditions and provisions remain unchanged.]

### [VOLUNTARY PARTICIPATION DENTAL COVERAGE BENEFIT]

[Upon receipt of due proof that an Insured incurred expenses for dental treatment performed as a result of Injury, covered by this Policy, we will pay the benefit as shown in the Schedule of Benefits.

This benefit covers Accidents occurring anytime and anywhere. This includes all athletics and all forms of transportation. Coverage begins on {October 1} if the Voluntary Participation enrollment envelope is returned to the School in {September}. Enrollments received after {September 30} will become effective on the {1<sup>st</sup>} of the month following receipt by the company. Coverage terminates on {September 30} of the following year.

The Company will pay for each treatment and service the amount shown in the Schedule of Benefits, when the Insured receives necessary treatment and services commencing within {60 – 180} days of the date of Accident, by a legally licensed and practicing dentist. Benefits[, in excess of the[ Deductible][, Coinsurance.][ and Out-Of-Pocket-Limit] amount,] are paid to the maximum stated in the Schedule of Benefits, for any one Injury.]

### [Additional ][Exclusions

Benefits will not be paid for:

- 1) [Conditions which are not caused by Injury;]
- 2) [Expenses resulting from accidental Injury occurring while this Benefit is not in force;]

- 3) [Injury caused by war or act of war, or while in the armed forces;]
- 4) [Existing, pre-existing, or congenital dental injuries or defects, which are not caused by Injury sustained within this Benefit term.]]

All other conditions and provisions remain unchanged.]

## [STUDENT ACCIDENT ONLY 24-HOUR COVERAGE BENEFIT]

[Each person who pays the required 24-Hour Premium is insured on a 24-hour per day basis. Coverage is subject to all [Deductibles,] [Co-Insurance,] Exclusions and Limitations shown in the Policy.]

[{\$100 - \$5,000} Excess Provision]

[We will not pay any Hospital, surgical, or medical expenses under any provisions to the extent that those same expenses are paid or payable under any of the following plans: Individual, Group, Blanket or Franchise Plans, Union Welfare Plans, including Group Blue Cross and Blue Shield. However, if such expenses remain unpaid after such plans have paid their benefits in full, we will pay such remaining expenses, which are covered under this policy. The same terms of the Policy will apply in paying such remaining expenses.

This provision will apply even though the plans named above contain coordination of benefit, non-duplication of benefits or similar provisions.]

# **[STUDENT DISABILITY BENEFIT**

[The student (or Eligible Person) [for whom the school pays the Student Disability premium] is covered for Injury as a result of an Eligible Person becoming disabled. For the purposes of this benefit, the following definitions have been added:

**BRAIN DEATH** means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.

**COMA** means a profound state of complete and total unconsciousness from which the Insured, through powerful stimulation, is not likely to be aroused. This condition must be diagnosed and regularly treated by a Physician.

**COVERED SCHOOL ACTIVITY** under this benefit means [(1) regularly planned school [interscholastic athletics] [functions which are organized and scheduled solely by the school] on or off school premises, including games, scrimmages and practice sessions involving: [interscholastic athletes,] band members, cheerleaders, majorettes, and student managers]; [and ][(2) all school sponsored and supervised activities, such as classes, school plays, concerts or field trips].

**DISABILITY** under this benefit means Coma, Brain Death or Paralysis of two or more limbs, caused by an Injury while participating in a Covered School Activity. Such disability must continue for  $\{6 - 12\}$  months and be diagnosed by a Physician as being permanent.

**ELIGIBLE PERSON** under this benefit means a Student of the policyholder for whom the appropriate disability premium has been paid and who participates in the Covered School Activity.

**INJURY** under this benefit means coma, brain death or paralysis of two or more limbs, caused while participating in a Covered School Activity. Such Injury must continue for  $\{6-12\}$  months and be diagnosed by a Physician as being permanent.

**PARALYSIS/PARALYZED** means the complete inability to move one or more limbs as a result of neurological damage. This condition must be diagnosed and regularly treated by a Physician.

### Benefits are as follows:

We will pay a benefit as shown in the Schedule of Benefits, if an Eligible Person sustains an Injury that results in a Disability, as defined herein, while participating in a Covered School Activity and while this Policy is in force, subject to the following:

- 1) The Injury results in Coma, Brain Death, or Paralysis of two or more limbs;
- 2) The Disability continues for {6 12 months}; and
- 3) A Physician has diagnosed the Disability as being permanent.

Benefits are paid directly to the Eligible Person, or parent or guardian of the Eligible Person, if a minor.

# [Additional][Exclusions

Benefits will not be paid for:

- 1) [Conditions which are not caused by an Injury;]
- 2) [Expenses resulting from an Injury occurring while this Benefit is not in force;]
- 3) [Injury not sustained during a Covered School Activity;]
- 4) [Intentionally self-inflicted Injury, suicide or attempted suicide, while sane or insane;]
- 5) [Gas inhalation or poison voluntarily taken, administered or inhaled;]
- 6) [Injury caused by war or act of war, or while in the armed forces:1
- 7) [Existing or pre-existing injuries or defects, which are not caused by an Injury sustained while this Benefit is in force.]

All other conditions and provisions remain unchanged.]

# [MAXIMUM LIABILITY

In no event shall the Company's maximum liability exceed the total amount of  $\{\$5,000 - \$5,000,000\}$  in the aggregate, as a result of any one covered Accident [and further provided that no liability shall exist on the part of the Company for any expense incurred after  $\{1 - 10 \text{ year(s)}\}$  immediately following the date of such Accident].]

[This provision will apply even though the plans named above contain coordination of benefits, non-duplication of benefits or similar provisions.]

### **EFFECTIVE DATE, POLICY TERM AND POLICY TERMINATION**

This Policy takes effect and terminates on the dates stated in the Schedule of Benefits of this Policy. Coverage is afforded for the term or terms designated. All periods of insurance shall begin and end at 12:01 P.M. Standard Time, at the address of the Policyholder.

# EFFECTIVE DATE AND TERMINATION DATE OF INDIVIDUAL VOLUNTARY PARTICIPATION STUDENT ACCIDENT ONLY INSURANCE

The insurance of each Insured who applies for insurance on or before the effective date hereof shall take effect on the effective date of this Policy. Insurance of any Insured applying for insurance after the effective date hereof shall take effect on the date of application and receipt of premium.

The Insured's coverage will end on the following date:

- [1. School Time Plan The termination date shown in the Schedule of Benefits.]
- [2. 24-Hour Plan The opening day of the next academic year.]

# [PRE-EXISTING CONDITIONS

No benefits will be payable [in excess of  $\{50 - 100\}$ ] for the Insured's pre-existing conditions. They are defined as an Injury, which occurred prior to the Insured's Effective Date of Coverage, for which the Insured [noticed symptoms or] was medically diagnosed, treated (including medication), or advised by a Physician within the  $\{6 - 24 \text{ months}\}$  immediately prior to his Effective Date of Coverage under the Policy.

Covered Medical Expenses resulting from a pre-existing condition will not be covered unless  $\{6 - 12\}$  consecutive months have elapsed during which no medical treatment or advice is given by a Physician for such condition.]

[This provision will only apply when there is no identifiable charge, to the parent or student, for coverage.]

### **GENERAL PROVISIONS**

**ACTS OF THE POLICYHOLDER** In administering this Policy all Insureds must be treated equally. We will rely on your acts.

**CLERICAL ERROR** Clerical errors or delays in keeping records for this Policy will not deny insurance which would otherwise have been granted; nor extend insurance which otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**CONFORMITY TO LAW** Any provision of this Policy which is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**ENTIRE CONTRACT; CHANGES** This Policy, your application, and any endorsements or other attachments is the entire contract between you and us. Any statement you or the Insured makes is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of the written application.

This Policy may be changed at any time by written agreement between you and us. No change in this Policy will be effective until it is approved by one of our executive officers. This approval must be noted on or attached to this Policy. No agent or other person has authority to change this Policy or to waive any of its terms.

**NONPARTICIPATING** This Policy is a nonparticipating Policy; it does not share in our surplus.

**PREMIUM DUE DATE** The premium is due on this Policy's Effective Date. Premiums are payable at the Company's Home Office, Baltimore, Maryland or to an authorized representative.

**RECORDS** Sufficient records must be maintained to show the names of all Insureds; the dates they became insured; and any such other information required to administer this Policy.

**RIGHT TO TERMINATE** You or we may end this Policy at any time by giving written notice to the other party [ thirty-one (31) days] prior to the effective date of termination. You must notify all Insureds of such Policy termination.

### **CLAIM PROVISIONS**

**BENEFICIARY** The Insured's beneficiary is the person or persons designated by the Insured in writing and entered in the insurance records for this Policy. The Insured may change such designation by written notice to the Policyholder.

A beneficiary change becomes effective only when the new designation is entered in such records. But the change then relates back to take effect as of the date the Insured signed the notice, even though the Insured may not be living when the entry is made. Any payment or other action by the Company before the entry is made will not prejudice the Company.

An Insured does not need the consent of the beneficiary to make a beneficiary change.

**[CLAIM FORMS** When we receive notice of claim, the Insured will be sent forms to file proof of loss. If the forms are not sent within {15 days} after we receive notice, then the Insured will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss. This must be sent to us within the time limit stated in the Proof of Loss provision.]

**FACILITY OF PAYMENT** If the beneficiary is a minor, or for any other reason is not capable of giving, a valid release for any payment due, we may, at our option, and until claim is made by the duly appointed guardian of the beneficiary, make such payment to:

- (a) any relative of the beneficiary by blood or marriage; or
- (b) any other person or institution which appears to us to have assumed custody and principal support of the beneficiary.

Such payment(s) may not exceed {\$20 - \$100 per month}. They must be made for the sole benefit of the beneficiary.

If, with respect to any amount of insurance payable at the Insured's death,

- (1) no beneficiary designation is in effect, or
- (2) no designated beneficiary is then living,

We may pay, at our option, such amount to the Insured's estate or to any one or more of the following who survive the Insured:

- (A) wife or husband;
- (B) children, including adopted or stepchildren;
- (C) mother or father;
- (D) brothers or sisters.

Our liability shall be fully discharged to the extent of payment made under this provision.

**LEGAL ACTIONS** No legal action may be brought to recover against this Policy within 60 days after written proof of loss has been given. No such action will be brought after three years from the time written proof of loss is required to be given.

If a time limit of this Policy is less than allowed by the laws of the state where the Insured lives, the limit is extended to meet the minimum time allowed by such law.

**NOTICE OF CLAIM** We must be given written notice of claim within {20 - 60} days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice must contain the Insured's name and enough information to identify him. Notice may be mailed to our Claims Administrator.

**PAYMENT OF CLAIMS** Claims for benefits provided by this Policy will be paid as soon as written proof is received.

All benefits of this Policy, except those for Loss of life, are payable to the Insured. In the event the Insured is a minor, we will pay any amount otherwise payable to him as Insured to a relative or beneficiary or other person we deem entitled to the payment. [Benefits for Loss of life under Accidental Death and Dismemberment Insurance are payable to the Insured's Beneficiary or to one or more other persons under terms of the Facility of Payment provision.] Payment so made will satisfy our duty to make payment as to the limited benefit paid. We do not assume any responsibility for the validity of any assignment.

**PHYSICAL EXAMINATION AND AUTOPSY** At our expense, we have the right to have the Insured examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law forbids it.

**PROOF OF LOSS** Written proof must be sent to us within 90 days after the date the loss occurs. If it was not reasonably possible to give us written proof within 90 days, we will not reduce or deny a claim for this reason if it is shown that written proof of the loss was given as soon as reasonably possible, but in no event more than one year after the date of loss.

**[RIGHT OF SUBROGATION** [We will be fully and completely subrogated to the rights of a Covered Person against parties who may be liable to provide indemnity or make a contribution with respect to any matter that is the subject of a claim under the Policy.]

The Covered Person further agrees to cooperate fully with us in seeking such indemnity or contribution including, where appropriate, when we are instituting proceedings at its own expense against such parties in the name of the Covered Person. The Covered Person further agrees that the Company will have a lien to the extent of benefits provided. Such lien may be filed with the person whose act caused the Injury, the person's agent or a court having jurisdiction in the matter.]

**RIGHT TO RECOVERY** If payments for claims exceed the Maximum amount payable under any benefit provisions or riders of this Policy, we have the right to recover the excess of such payments.

SERFF Tracking Number: AEGX-126615781 State: Arkansas

Filing Company: Monumental Life Insurance Company State Tracking Number: 45591

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

# **Supporting Document Schedules**

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: Not applicable.

Approved-Closed 05/06/2010

Bypass Reason: Comments:

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 05/06/2010

Comments:

Attachment:

AR - READABILITY CERTIFICATION.PDF

Item Status: Status

Date:

Satisfied - Item: AR - NAIC TRANSMITTAL Approved-Closed 05/06/2010

DOCUMENT

Comments:

Attachment:

AR - NAIC TRANSMITTAL DOCUMENT.PDF

Item Status: Status

Date:

Satisfied - Item: AR - NAIC FORM FILING Approved-Closed 05/06/2010

**ATTACHMENT** 

**Comments:** 

Attachment:

AR - NAIC FORM FILING ATTACHMENT.PDF

Item Status: Status

Date:

Satisfied - Item: Explanation Of Variability Approved-Closed 05/06/2010

SERFF Tracking Number: AEGX-126615781 State: Arkansas
Filing Company: Monumental Life Insurance Company State Tracking Number: 45591

Company Tracking Number: GH AR0047655F02

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Student Health

Project Name/Number: Student Health/GH AR0047655F02

Comments: Attachment:

Explanation Of Variability.PDF

Item Status: Status

Date:

Satisfied - Item: MLSA2100GBP Blanket Student Approved-Closed 05/06/2010

Accident Only Policy Redline

Version of Revised Policy

Comments:

Attachment:

MLSA2100GBP Blanket Student Accident Only Policy Redline Version of Revised Policy.PDF

Item Status: Status

Date:

Satisfied - Item: Cover Letter 5/5/10 Approved-Closed 05/06/2010

Comments:

Attachment:

Cover Letter 5 5 10.PDF

# STATE OF ARKANSAS

# READABILITY CERTIFICATION

**COMPANY NAME:** Monumental Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
MLSA2100GBP	40

Signed:

Name: Laurie A. Renko
Title: Vice President

Date: 5/5/10

# Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of A	rkansas								
	Department Use Only									
2.	State Tracking ID			<b>.</b>						
3.	Insurer Name & Address		Domicile	Insurer License Type		NAIC Group #	NAIC #		FEIN#	State #
4333	mental Life Insurance Company Edgewood Road, N.E. Rapids IA 52499		IA	40		468	66281		52- 0419790	
4.	Contact Name & Address		Telephone	#	Fa	ax#		E-mai	l Address	
Mary 520 F	J. DiMarcantonio, ALHC Park Avenue Proof MD 21201		800-233-46			0-209-5910	mdimarcantonio@aegonusa.c			egonusa.c
5.	5. Requested Filing Mode    Review & Approval				_					
6.	Company Tracking Number	GH AR	0047655F02							
7.	New Submission		ıbmission	Previous file	e #					
			Individual	Franc	his	e				
8.	8. Market		Group Small Large Small and Large    Employer					Large		
9.	Type of Insurance	H02	2G Group He	alth - Accident	Or	ıly				
10.	Product Coding Matrix Filing Code			h - Accident O	nly					
11.	Submitted Documents		RATES New Ra FILING OT Please expl	THER THAN ain:  DOCUMENT  ncorporation  Bylaws  f Variability	sed <b>FO</b>	Other:  Rate  RM OR RATE:	arty.gre	Author		ing

LH TD-1, Page 1 of 2 © 2009 National Association of Insurance Commissioners

12. Filing Submission Date

	Filing Fee	Amount \$	550.00		Check Date	EFT	
13.	13. (If required)		Yes	⊠ No	Check Number		
14.	Date of Domiciliary Approval	4/21/10					
15.	Filing Description:						
	Insurance Commissioner Jay Bradford Compliance - Life and Health Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201-1904						
	Re: Monumental Life Insurance Company Group K-12 - Blanket Student Accident Only Policy Company Filing #: GH AR0047655F02 Forms MLSA2100GBP NAIC #: 468-66281 FEIN #: 52-0419790						
	Dear Commissioner Bradford:						
	The above referenced form is being f	iled for your	review.				
	Revised form MLSA2100GBP is replacing Policy form MLSA2100GBP which was previously approved by your department on January 26, 2010 under SERFF Filing ID AEGX-126458195. The original version of this form has not been issued in Arkansas or otherwise used in Arkansas and will not be used in Arkansas at anytime. Therefore, we would like to withdraw the previously approved form and replace it with this revised form so that we can retain the original form number.						
	Policy form MLSA2100GBP has been revised to further clarify benefits. The Benefit Provisions have been revised and now refer to the Schedule of Benefits for the benefit description. Additionally we have added a definition for Policyholder, the definitions Deductible and Disappearing Deductible has been separated, and the provision Incontestability has been deleted. Some additional variability and language changes have also been made to this form. A redline version indicating the changes made is attached under the supporting documentation tab.						
	We hope that we will soon be received me. Thank you for your help and co				ould you need any	additional information, please contact	
	Sincerely, Mary J. DiMarcantonio, ALHC Policy Filing and Compliance Analy 1-800-233-4624 Ext. 5263 mdimarcantonio@aegonusa.com	st					
16.	Certification (If required)						
I HE	REBY CERTIFY that I have reviewe table statutory and regulatory provision			equireme rkansas	nts for this filing,	and the filing complies with all	
Print	Name Mary J. DiMarcantonio, ALI	IC			Title Product	Filing & Compliance Analyst	

Date **5/5/10** 

INS12169

5/5/10

LH TD-1, Page 2 of 2

Signature

17.	Form Filing Attachment					
This fi	iling transmittal is part of company tracking number	GH AR0047655F02				
This fi	iling corresponds to rate filing company tracking number					

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Blanket Student Accident			_
	Only Insurance Policy	MUCAGIOOCED	Revised	
		MLSA2100GBP	Other	
02			☐ Initial	
			Revised	
			Other	
03			☐ Initial	
			Revised	
			Other	
04			☐ Initial	
			Revised	
			Other	
05			☐ Initial	
			Revised	
			Other	
06			☐ Initial	
			☐ Revised	
			Other	
07				
			☐ Revised	
			Other	
08			☐ Initial	
			☐ Revised	
			Other	
09			Initial	
			Revised	
			☐ Other	
10			Initial	
			Revised	
			Other	
11			Initial	
			Revised	
			Other	

# EXPLANATION OF VARIABILITY BLANKET STUDENT ACCIDENT ONLY POLICY - MLSA2100GBP

# [ ] = included or excluded

Benefits and provisions enclosed in square brackets [] are optional. Unless a bracketed benefit and/or provision is addressed in this Explanation of Variability, it will be included or excluded. Where a bracketed benefit and/or provision is addressed on this Explanation of Variability, the conditions under which it will be included or excluded are described herein.

# { } = a range

Benefits and provisions enclosed in parentheses { } are variable. These benefits and/or provisions will always be included, and the information contained within the parentheses defines the range of variability that is permitted under the policy. Where no range is set forth (e.g., phone numbers), up-to-date information will be included.



(Herein, "We," "Us," "Our" or the Company)

Hereby issues to the School this Policy insuring the persons of the School, herein called the Insured. The Company agrees to pay the described benefits in this Policy. Coverage is subject to provisions for Injuries received while the Insured is:

- (a) participating in or attending any School Sponsored and Supervised Activity. The activity must be supervised by an authorized representative of the School;
- traveling directly and uninterruptedly to and from such School Sponsored and Supervised Activity with other members as a group. Such travel must be supervised by an authorized representative of the School;
- traveling directly and uninterruptedly to or from the Insured's Residence, and the meeting place for the purpose of participating in a School Sponsored and Supervised Activity.

Deleted: home

[Further, in consideration of payment of the premium for 24-Hour Coverage, this insuring clause is amended to include the following:

(d) engaged in activities other than those named in paragraphs (a) through (c) above, except for those activities specifically excluded by the Policy or by any endorsements.]

ALL BENEFITS AND EXCLUSIONS ARE DESCRIBED HEREIN.

This Policy is issued in consideration of (a) the attached application made a part hereof; and (b) payment of premium as set forth.

Signed for the Company at its Home Office, Cedar Rapids, Iowa.

NON-PARTICIPATING
BLANKET STUDENT ACCIDENT ONLY POLICY

# [LIMITED BENEFIT, PLEASE READ CAREFULLY]

MONUMENTAL LIFE INSURANCE COMPANY Cedar Rapids, Iowa

H Stacy Soya

President

Sologe

MLSA2100GBP

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### **SCHEDULE OF BENEFITS**

POLICYHOLDER: {ABC School}

POLICY NUMBER: {MZ 00-000}

EFFECTIVE DATE: {August 1, 2010}

TERMINATION DATE: {August 1, 2011}

### APPLIES TO:

- 1. [All School Sponsored and Supervised Activities including all interscholastic sports,]
- 2. [All School Sponsored and Supervised Activities including [senior high school] tackle football,]
- 3. [All School Sponsored and Supervised Activities excluding all interscholastic sports,]
- 4. [All School Sponsored and Supervised Activities including all interscholastic sports except tackle football,]

[Interscholastic sports including [senior high school] tackle football,]

- 5. [Interscholastic sports except tackle football,]
- 6. [Interscholastic [senior high school] tackle football only,]
- 7. [Voluntary participation school time and 24-hour plans including all interscholastic sports except tackle football,]
- 8. [Voluntary participation school time and 24-hour plans excluding all interscholastic sports,]
- 9. [Voluntary student dental plan,]
- 10. [Specifically named student group(s), team(s), club(s), event(s), trip(s), as specified by the Policyholder].

### Maximum Medical Expense Benefit [for each Injury]: {\$5,000 - \$5,000,000}

Benefit Period[s]:

[{\$10,000 - \$5,000,000} MAXIMUM BENEFIT WITH A {1-10} [YEAR] [LIFETIME] BENEFIT PERIOD UNDER ATHLETIC PLAN]

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[{\$10,000 - \$500,000} MAXIMUM MEDICAL EXPENSE BENEFIT WITH A {1-5} YEAR BENEFIT PERIOD UNDER VOLUNTARY STUDENT PLAN]

[UP TO {\$10,000-\$5,000,000} MAXIMUM BENEFIT WITH {1-10} [YEAR] [LIFETIME BENEFIT] PERIOD UNDER COMPULSORY STUDENT PLAN]

Coverage will be provided only for the benefits specified below.

## STUDENT ACCIDENT ONLY SCHEDULE OF BENEFITS:

BENEFITS FOR HOSPITAL AND PROFESSIONAL SERVICES:

Initial treatment must be rendered within {15 - 60} days of the date of Injury, otherwise no benefits are payable.

[Services must be rendered within {1 \_ \_10 \_ year(s)} from the date of Injury. Expenses incurred after {1 \_ \_10 \_ year(s)} from the date of Injury are not covered even though the service is a continuing one or one that is necessarily delayed beyond {1 \_ \_10 \_ year(s)} from the date of the Injury.]

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[Benefits will be paid up to a maximum of {\$10,000 - \$5,000,000} for any one Injury, which are in excess of the deductible.]

[The Deductible Amount is [the greater of]:

- 1. [{\$100 \$25,000}][; or]
- 2. [Benefits paid for the same Injury under all Other Valid and Collectible Health Insurance Plans].

[Out-Of-Pocket-Limit per Insured: {\$500 - \$7500} per Covered Injury. [This Out-Of-Pocket-Limit does not apply to the Dental Coverage Benefit.]

[{\$100-\$5,000} EXCESS PROVISION: This provision is described in the Student Accident Only Benefits section.]

[This provision will only apply when there is no identifiable charge, to the parent or student, for coverage.]

### **HOSPITAL AND PROFESSIONAL SERVICES BENEFIT**

Maximum Benefit Limitations:

### 1. [AMBULANCE

[{50%-90%} of the] [Usual and Customary Charge][Actual Charge] for services of a licensed ambulance unit are covered [up to a {\$50 - \$25,000} maximum].]

### 2. [AMBULATORY SURGICAL CENTER:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a {\$50 - \$25,000} [per Accident] maximum].]

### 3. [CAT SCAN:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a {\$50 - \$25,000} [per Accident] maximum].]

### 4. [DENTAL:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a maximum of {\$50 - \$25,000} per Accident] [and] [{\$50-\$500} maximum per tooth]. This covers treatment of sound and natural teeth [as well as capped or crowned teeth] [for up to {52 - 260 weeks}] from the date of <a href="mailto:lnjury">Injury</a>.

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## 5. [[EYEGLASSES] [CONTACTS LENSES] [AND] [HEARING AIDS]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to {\$200 - \$500} per Accident [maximum] is allowed for replacement of [eyeglasses,] [contact lenses,] [or] [hearing aids] broken or damaged in a covered Accident in which medical treatment is provided for accidental bodily Injury].]

### 6. [[HEAT EXHAUSTION] [and] [SPRAINS]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a {\$50 - \$25,000} [per Accident] maximum][.] [Considered a covered Accident under interscholastic athletics.]]

## 7. [HOSPITAL:

[{50% - 90%} of the] [Hospital room and board is covered at the semi-private room rate up to the [Usual and Customary Charge][Actual Charge] [up to a maximum of {\$100 - \$200} per day]

[and] [up to a maximum of {5 - 10} days]. [{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] for inpatient miscellaneous (inpatient or as outpatient for day surgery) expenses are covered[.]] [up to a {\$1,000-\$25,000} maximum].]

### 8. [HOSPITAL EMERGENCY ROOM:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] for treatment [within {24-72} hours] of an Injury (including supplies and services [except x-rays])].]

### 9. [MRI:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [up to a {\$50 - \$25,000} [per Accident] maximum].]

### 10. [NURSING SERVICES:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge], if prescribed by a Physician and the Insured is, Hospital confined[.] [up to a maximum of {\$30 - \$500} per visit][.] [and] [up to a maximum of {5 - 20} visits][.] [up to a {\$200 - \$25,000} maximum].]

## 11. [ORTHOPEDIC [BRACES] [&] [APPLIANCES]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge][.] [up to a {\$50 - \$25,000} maximum].]

### 12. [[OUTPATIENT SERVICES] [AND] [LABORATORY TESTS]:

[ $\{50\% - 90\%\}$  of the] [Usual and Customary Charge][Actual Charge] [.][up to a  $\{\$100 - 25,000\}$  maximum].]

### 13. [PHYSICIAN'S VISITS:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] for non-surgical doctor visits (including office visits) will be paid[.] [up to {\$30 - \$500} maximum [per visit][.] [and] [up to a maximum of {5 - 20} visits] [up to a {\$200 - \$25,000} maximum].]

# 14. [[PHYSIOTHERAPY] [PHYSICAL THERAPY] [AND/OR] [SPINAL MANIPULATION]:

[50% - 90%] of the [Usual and Customary Charge][Actual Charge] for in hospital diathermy, heat treatment, adjustment, manipulation or massage is covered [up to a maximum of {\$25 - \$100} per visit] [and] [up to a maximum of {3 - 365} visits]. Coverage is also provided for necessary treatment in the doctor's office, or by a Sports Medicine Center or similar facility up to the [Usual and Customary Charge][Actual Charge], provided the treatment is rendered by a licensed Physician or registered physical therapist \*\*\*[, to a maximum of {\$1,000 - 2,000}, unless total medical bills exceed {\$25,000} in which case the maximum limit is removed].\*\*\*

[BRACKETED PHRASE FOR VOLUNTARY PARTICIPATION PLANS ONLY]]

# 15. [PRESCRIPTION DRUGS:

[{50% - 90%} of the] [Prescription drugs are covered [in full] up to the] [Usual and Customary Charge][Actual Charge] when prescribed by a Physician for treatment of a covered Accident[.]] [up to a {\$50 - \$25,000} maximum].]

### 16. [SECOND OPINION:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] is allowed for consultations and second opinions, in cases in which surgery is contemplated[.] [up to a {\$200 - \$25,000} maximum].]

### 17. [[SURGERY] [AND] [ANESTHESIA]:

[SURGERY - [{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] is allowed[. ] [up to a {\$500 - \$25,000} maximum].]

[ANESTHESIA - [{50% - 90%} of the] [surgical benefit] [Usual and Customary Charge][Actual Charge] is allowed[. ] [up to a {\$200 - \$25,000} maximum].]

### 18. [[X-RAYS][ AND ][DIAGNOSTIC IMAGING]:

[{50% - 90%} of the] [Usual and Customary Charge][Actual Charge] [when billed by provider other than a Hospital][. ] [up to a {\$50 - \$25,000} maximum].]

## [ACCIDENTAL DEATH[,] [AND][ DISMEMBERMENT][, AND LOSS OF SIGHT] BENEFIT:

[{\$5,000 - \$50,000} will be paid [(as shown in the following schedule)] if death occurs within {100 - 365 days} of the date of Accident.]

[{\$5,000 - \$50,000} will be paid (as shown in the following schedule) for dismemberment occurring within {100 - 365 days} of the date of Accident.]]

[Loss of Life: {\$5,000 - \$50,000}]

[Loss of Both Hands, Both Feet, or Sight of Both Eyes: {\$5,000 - \$50,000}]

[Loss of One Hand, One Foot, or Sight of One Eye: {\$2,500 - \$25,000}]]

### **[VOLUNTARY PARTICIPATION DENTAL COVERAGE BENEFIT**

[50% - 90% of the] [Usual and Customary Charge] [Actual Charge] up to a maximum of \$2,000 - \$5,000}, per Accident, subject to the following: \$500 - \$1,000} for each treatment and service, of sound natural teeth[; \$200 - \$500} maximum for treatment for dentures, braces, caps, crowns, fillings, bridges, prosthetic, or orthodontic devices or any artificial dental device]. Treatment must be rendered within {26 - 52} weeks of the Injury. [If treatment cannot be performed during this period, benefits will be paid up to the maximum of \$50 - \$100} for such deferred treatment, upon receipt of proper certification by a dentist.]

# **ISTUDENT DISABILITY BENEFIT**

After {6 - 12} months of an eligible Disability an initial Disability benefit of {\$10.000 - \$50,000} will be paid. Thereafter, a monthly benefit of {\$1,000 - \$5,000} until [{age 65}][ or up to][ a maximum benefit of {\$50,000 - \$1,000,000}][, whichever occurs first].

### **DEFINITIONS**

**ACCIDENT** means an unexpected, external and sudden event that is independent of any other cause and occurs while the Insured is covered under this Policy.

[ACTUAL CHARGE means the fee charged by the Physician or Hospital for a covered service.]

**COINSURANCE** means the amount to be paid by the Insured as a percentage of the covered medical expenses, after the Deductible has been met.

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**[DEDUCTIBLE** means the dollar amount of Covered Medical Expenses [and Covered Dental Expenses] which must be incurred as an out-of-pocket expense, by an Insured for each Loss, before benefits are payable under this Policy. [The Deductible amount is shown on the Schedule.]]

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[DISAPPEARING DEDUCTIBLE means the dollar amount of Covered Medical Expenses [and Covered Dental Expenses] which must be incurred as an out-of-pocket expense [or satisfied by any other benefit plan or combination thereof] by an Insured for each Loss.]

**HOSPITAL** means an institution which meets all of the following requirements:

- (1) it must be operated according to law;
- (2) it must give 24 hour medical care, diagnosis and treatment to the sick or injured on an in-patient basis for which a charge is made;
- (3) it must provide diagnostic and surgical facilities supervised by Physicians;
- (4) Registered Nurses must be on 24 hour call or duty;
- (5) the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

A Hospital is not a rest, convalescent, extended care, rehabilitation or Skilled Nursing Facility. It is not a place which primarily treats mental illness, alcoholism or drug addiction; nor does it include any ward, wing or other section of the Hospital that is used for such purposes. It is not a facility where, in the absence of insurance, there is no legal obligation to pay.

**IMMEDIATE FAMILY MEMBER** means the Insured's spouse, children (includes legally adopted or stepchild), brothers, sisters, uncles, aunts, in-laws, and parents of the Insured and of the Insured's spouse.

**INJURY** means bodily injury caused by an Accident. The injury must occur while this Policy is in force and while the Insured is covered under this Policy. [The injury must be sustained while the Insured is participating in an activity covered by this Policy]

[The term injury also means the treatment of a re-injury, incurred while the Policy is in force with respect to the Insured, for which the Insured has been treatment free for a period of at least {90 - 365} days prior to the effective date of the Master Policy.

If benefits have been paid under the Policy for an injury incurred while the Policy is in force, with respect to the Insured, a re-injury will be considered a new injury if:

- a) The re-injury occurs while the Policy is in force with respect to the Insured; and
- b) The Insured remains treatment free for a period of {90 365} days between the date of last treatment for the original injury and the date of the re-injury. A re-injury that is incurred within the {90 - 365} days of the original injury will be considered a continuation of the original injury.]

**INSURED** means an eligible student as outlined in this Policy [for whom an enrollment form has been received] and has paid the required premium. The words he, his, and him refer to the Insured[, regardless of gender].

LOSS means medical expense covered by this Policy as the result of Injury.

**MEDICALLY NECESSARY** means care which a Physician has determined to be certifiably essential for the diagnosis or treatment of an Injury. This determination must be based on objective results produced by an examination of the Covered Person's demonstrable symptoms. The Physician's treatment plan may be reviewed by an impartial third party whose determination will be binding on us and the Insured.

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OTHER VALID AND COLLECTIBLE HEALTH INSURANCE PLANS means all other valid and collectible Hospital, medical, dental or surgical coverage providing benefits for covered medical services of the kind described in this Policy. Other Valid and Collectible Group Insurance includes but is not limited to group or blanket insurance policies; Hospital or medical service plan contracts; HMO or other prepayment plans; employee benefit plans; any plan arranged through an employer, labor union, employee benefit association or trustee; any group plan created or administered by the federal or a state or local government or its agencies; or automobile medical payments and no-fault insurance. "Other insurance" shall not include accidental death and dismemberment insurance of any kind.

**OUT-OF-POCKET-LIMIT** means the total maximum dollar amount that a Covered Person must pay as [Deductible] [and] Coinsurance for services and supplies for a covered Injury. All amounts paid as [Deductible] [and] Coinsurance shall count towards the maximum Out-Of-Pocket Limit. Once the maximum Out-Of-Pocket Limit is met all services and supplies shall be covered at 100% [of Usual and Customary Charge] [up to the policy limit] with no Deductible or Coinsurance. [Balances over the Usual and Customary Charge, [dental charges,] [and the Deductible] do not apply to the Out-Of-Pocket-Limit dollar amount.]

**PHYSICIAN** means a person licensed by the state in which he is resident to practice the healing arts [or social worker]. He must be practicing within the scope of his license for the service or treatment given. He may not be the Insured or a member of his Immediate Family.

**PHYSIOTHERAPY** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

POLICY means the contract issued to the Policyholder providing the benefits described.

POLICYHOLDER means the legal entity in whose name this Policy is issued, as shown on the Schedule of Benefits. The terms you, your, and yours mean the Policyholder.

**RESIDENCE** means the home and land or property on which the Insured's home is located.

**SCHOOL SPONSORED AND SUPERVISED ACTIVITY [REGULARLY SCHEDULED ACTIVITY]** means all school functions which are organized and scheduled solely by the school on or off school premises. This would include: (1) classes which are under the sole direct supervision of qualified school authorities; and (2) school sponsored and supervised travel to and from such activities, as provided in the insuring clause.

**SURGICAL EXPENSE** means (a) a Surgical Procedure; (b) necessary preoperative treatment in connection with such procedure; and (c) usual postoperative treatment.

**SURGICAL PROCEDURE** means (1) a cutting procedure; (2) suturing of a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

**[USUAL AND CUSTOMARY CHARGE** means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered[.] [and the [Ingenix] schedule of fees valued at the { 90th } percentile [and the Anesthesia Relative Value Guide].]

### **EXCLUSIONS**

Benefits are not paid for:

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- [1. Injuries which are not caused by an Accident;]
- [2. Injury sustained as a result of practice or play in senior high interscholastic tackle football, unless the premium for such coverage has been paid;]
- [3. Charges incurred in connection with a re-injury or complications of a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a {6 \_ 24 month} period preceding the effective date of the Insured's coverage unless such chargesare incurred after the Insured has been insured under the Policy for {6 \_ 12} consecutive months];]
- [4. Treatment performed by an Immediate Family Member or person retained by the School;]
- [5. Injury due to: acts of war; suicide or intentionally self-inflicted Injury, while sane or insane (in Missouri while sane); violating or attempting to violate the law; taking part in any illegal occupation; fighting or brawling except in self defense; or loss in consequence of being legally intoxicated as defined by the laws of the state in which the loss occurs; or under the influence of any drugs or narcotic unless administered by or on the advice of a Physician;]
- [6. Medical expenses for which the Insured is entitled to benefits under any (1) Worker's Compensation act; or (2) mandatory no-fault automobile insurance contract;]
- [7. Expenses for which there is no obligation to pay;]
- [8. Treatment or Loss resulting from [hernia, regardless of cause, ]Osgood Schlatter's disease, or osteochondritis;]
- [9. Injury sustained as a result of operating, riding in or upon, or alighting from an ATV (all terrain vehicle); or any [two], [three] [or] [four] wheeled [recreational] motor vehicle; [or snowmobile]; [or bobsled]:1
- [10. Any expense for which benefits are payable under Catastrophic Accident Insurance Program of the State High School Interscholastic Activities Association;]
- [11. Bacterial infections, sickness or disease of any kind such as strep throat or tonsillitis, heat exhaustion, sunburn, frostbite, fainting, allergic reactions, except those which occur as a result of accidental ingestion or pus forming infections which occur through an accidental cut or wound;]
- [12. Vegetation poisoning such as poison ivy or poison sumac, or ptomaine poisoning;]
- [13. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain;]
- [14. Private air travel, to include ballooning or ultra-light aircraft; parachuting; or hang-gliding;]
- [15. Repair or replacement of prescription eye glasses, contact lens or hearing aids;]
- [16. Experimental procedures;]
- [17. Serving in the armed forces of any country or international authority.]
- [18. Expenses incurred for dental implants.]

### STUDENT ACCIDENT ONLY BENEFITS

[All benefits are subject to any Deductible [Coinsurance] [and Out-Of-Pocket-Limit] amounts shown on the Schedule of Benefits.] If the insured is covered under any Other Valid and Collectible Health Insurance Plans and has satisfied all or part of any Deductible amount under that plan, then that satisfied amount will be considered a Disappearing Deductible and the Deductible will be reduced by the amount satisfied under the other plan.]

### **Maximum Benefit Limitations**

Maximum Benefit Limitations are stated in the Schedule of Benefits.

### HOSPITAL AND PROFESSIONAL SERVICES BENEFIT

Upon receipt of due proof that an Insured incurred Medically Necessary expenses for Hospital and Professional Services, as the result of a covered Injury, we will pay benefits as shown in the Schedule of Benefits. Such Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a legally qualified Physician; (2) for Medically Necessary medical, dental

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or Hospital care; and (3) within the time limit stated in the Schedule of Benefits. The insured will have a [Deductible][, Co-insurance amount][ and Out-Of-Pocket-Limit] as shown in the Schedule of Benefits, per covered Injury.] Benefits[, in excess of the [Deductible][, Coinsurance.][ and Out-Of-Pocket-Limit] amount,] are paid to the maximum stated in the Schedule of Benefits, for any one Injury,

[{\$100 - \$5,000} Excess Provision]

[We will not pay any Hospital, surgical or medical expenses under any provisions, [in excess of {\$100-\$5,000] to the extent that those same expenses are paid or payable under any of the following plans: Individual, Group, Blanket Franchise Plans, or Union Welfare Plans, including Group Blue Cross and Blue Shield. However, if such expenses remain unpaid after such plans have paid their benefits in full, we will pay such remaining expenses, which are covered under this policy. The same terms of the Policy will apply in paying such remaining expenses.]

- 1. [This provision does not apply if total eligible expenses are {\$100 \$5,000} or less.] [The Policyholder shall pay 100% of the premium.]
- 2. [The Student Accident Coverage provides coverage on an Excess basis. Under this plan, the [first] {\$100 - \$5,000} of covered charges are paid without regard to any other applicable coverage that may be in effect. After the [first] {\$100 - \$5,000} in covered charges are paid, expenses which are not covered by your other personal or group insurance are eligible for coverage under this plan up to the Policy limit.]

This provision will apply even though the plans named above contain coordination of benefits, non-duplication of benefits or similar provisions.

This provision will only apply when there is no identifiable charge, to the parent or student, for coverage.]]

### [DENTAL COVERAGE BENEFIT]

[Upon receipt of due proof that an Insured incurred Medically Necessary expenses for dental treatment performed as a result of an Injury, covered by this Policy, we will pay the benefit shown in the Schedule of Benefits.

This benefit covers Accidents occurring during covered School Sponsored and Supervised Activities. This includes all athletics and all forms of transportation. Coverage begins on the effective date of the Master Policy and ends on the termination date of the Master Policy.

The Insured must be treated by a legally qualified dentist, who is not an Immediate Family Member. The initial treatment must be rendered within {20 - 60 days} from the date of Injury. [Services must be rendered within the time period shown in the Schedule of Benefits. This benefit covers the treatment of sound and natural teeth as well as capped or crowned teeth.] Benefits[, in excess of the [Deductible][, Coinsurance.][ and][ Out-Of-Pocket-Limit] amount,] are paid to the maximum stated in the Schedule of Benefits, for any one Injury.]

### [{\$100 - \$5,000} Excess Provision

If there is other valid coverage providing benefits for the same Loss, benefits [in excess of {\$100-\$5,000}] shall be paid first by the other coverage. The balance of unpaid eligible dental expenses will then be paid under this Policy.

This provision will only apply when there is no identifiable charge, to the parent or student, for coverage.]] 10

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Deleted: [The insured will have an Out-Of-Pocket-Limit of {\$500 - \$7,500} per covered Injury.] This Out-Of-Pocket-Limit only applies to usual and customary covered medical expenses.

### [Additional ][Exclusions

Benefits will not be paid for:

- [1. Conditions which are not caused by Injury;]
- [2. Re-injury or complications of a condition which existed prior to the Accident; or]
- Orthodontics and damage to or Loss of dentures or bridges.]]

All other conditions and provisions remain unchanged.]

### [ACCIDENTAL DEATH,] [DISMEMBERMENT,] [AND] [LOSS OF SIGHT] BENEFIT]

[Upon receipt of due proof that an Insured sustains a Loss, we will pay the benefit shown in the Schedule of Benefits provided:

- (1) such Loss occurs within {100 365} days after the date of the Accident causing such Loss; and
- (2) such Injury results directly and independently of all other causes; and
- (3) such Injury is sustained while the Insured is covered under this policy.

"Loss" under this benefit shall mean with regard to hands and feet, actual severance above the wrist or ankle joint; with regard to sight, the entire and irrevocable loss thereof.

If the Insured sustains more than one of the losses, shown in the Schedule of Benefits, in one Accident, the total amount payable is the largest specified which applies to the Loss sustained as shown in the Schedule of Benefits.

[Any benefit payable under this provision is in addition to any benefit otherwise payable under this Policy. Benefit amounts are stated in the Schedule of Benefits.]

All other conditions and provisions remain unchanged.]

### [VOLUNTARY PARTICIPATION DENTAL COVERAGE BENEFIT]

[Upon receipt of due proof that an Insured incurred expenses for dental treatment performed as a result of Injury, covered by this Policy, we will pay the benefit as shown in the Schedule of Benefits.

This benefit covers Accidents occurring anytime and anywhere. This includes all athletics and all forms of transportation. Coverage begins on {October 1} if the Voluntary Participation enrollment envelope is returned to the School in {September}. Enrollments received after {September 30} will become effective on the {1<sup>st</sup>} of the month following receipt by the company. Coverage terminates on {September 30} of the following year.

The Company will pay for each treatment and service the amount shown in the Schedule of Benefits, when the Insured receives necessary treatment and services commencing within {60 – 180} days of the date of Accident, by a legally licensed and practicing dentist. Benefits, in excess of the Deductible Coinsurance. I and Out-Of-Pocket-Limit amount, are paid to the maximum stated in the Schedule of Benefits, for any one Injury.

[Additional][Exclusions

Benefits will not be paid for:

1) [Conditions which are not caused by Injury;]

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Deleted: , the Company will pay up to [Usual and Customary Charge][Actual Charge] {\$500 - \$1,000} for each treatment and service, subject to the following:

Deleted: <#>The maximum amount payable for any one Accident resulting in treatment or repair by a dentist of dentures, braces, caps, crowns, fillings, bridges, prosthetic, or orthodontic devices, or any other artificial dental device shall not exceed {\$200 - \$500}.¶

<#>The maximum amount payable for any one Accident resulting in treatment by a dentist of sound, natural teeth shall not exceed {\$2,000 - \$5,000}.¶
<#>In no event shall the Company's payment exceed the [Usual and Customary Charge][Actual Charge] normally made by a dentist for necessary treatment actually rendered during the {26 - 52} week period immediately following the date of the Accident.¶

<#>Upon proper certification by a dentist that treatment cannot be performed during the {26 - 52} weeks immediately following the date of Accident, the Company will pay up to {\$50 - \$100}, the maximum allowance for such deferred treatment.¶

- 2) [Expenses resulting from accidental Injury occurring while this Benefit is not in force;]
- 3) [Injury caused by war or act of war, or while in the armed forces;]
- 4) [Existing, pre-existing, or congenital dental injuries or defects, which are not caused by Injury sustained within this Benefit term.]

All other conditions and provisions remain unchanged.]

### [STUDENT ACCIDENT ONLY 24-HOUR COVERAGE BENEFIT]

[Each person who pays the required 24-Hour Premium is insured on a 24-hour per day basis. Coverage is subject to all [Deductibles], [Co-Insurance], Exclusions and Limitations shown in the Policy.]

[{\$100 - \$5,000} Excess Provision]

[We will not pay any Hospital, surgical, or medical expenses under any provisions to the extent that those same expenses are paid or payable under any of the following plans: Individual, Group, Blanket or Franchise Plans, Union Welfare Plans, including Group Blue Cross and Blue Shield. However, if such expenses remain unpaid after such plans have paid their benefits in full, we will pay such remaining expenses, which are covered under this policy. The same terms of the Policy will apply in paying such remaining expenses.

This provision will apply even though the plans named above contain coordination of benefit, non-duplication of benefits or similar provisions.]

# **[STUDENT DISABILITY BENEFIT**

[The student (or Eligible Person) [for whom the school pays the Student Disability premium] is covered for Injury as a result of an Eligible Person becoming disabled. For the purposes of this benefit, the following definitions have been added:

**BRAIN DEATH** means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.

**COMA** means a profound state of complete and total unconsciousness from which the Insured, through powerful stimulation, is not likely to be aroused. This condition must be diagnosed and regularly treated by a Physician.

**COVERED SCHOOL ACTIVITY** under this benefit means [(1) regularly planned school [interscholastic athletics] [functions which are organized and scheduled solely by the school] on or off school premises[, including games, scrimmages and practice sessions involving: [interscholastic athletes,] band members, cheerleaders, majorettes, and student managers]; [and [(2) all school sponsored and supervised activities, such as classes, school plays, concerts or field trips].

**DISABILITY** under this benefit means Coma, Brain Death or Paralysis of two or more limbs, caused by an Injury while participating in a Covered School Activity. Such disability must continue for <a href="fet--12">fet--12</a> months and be diagnosed by a Physician as being permanent.

**ELIGIBLE PERSON** under this benefit means a Student of the policyholder for whom the appropriate disability premium has been paid and who participates in the Covered School Activity.

Deleted: [This provision will only apply when there is no identifiable charge, to the parent or student, for coverage.]¶

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**INJURY** under this benefit means coma, brain death or paralysis of two or more limbs, caused while participating in a Covered School Activity. Such Injury must continue for <a href="[6, - 12]">[6, - 12]</a> months and be diagnosed by a Physician as being permanent.

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**PARALYSIS/PARALYZED** means the complete inability to move one or more limbs as a result of neurological damage. This condition must be diagnosed and regularly treated by a Physician.

#### Benefits are as follows:

We will pay a benefit as shown in the Schedule, if an Eligible Person sustains an Injury that results in a Disability, as defined herein, while participating in a Covered School Activity and while this Policy is in force benefits as shown in the Schedule of Benefits, subject to the following:

- 1) The Injury results in Coma, Brain Death, or Paralysis of two or more limbs;
- 2) The Disability continues for {6-12 months}; and
- 3) A Physician has diagnosed the Disability as being permanent.

Benefits are paid directly to the Eligible Person, or parent or guardian of the Eligible Person, if a minor.

### [Additional][Exclusions

Benefits will not be paid for:

- 1) [Conditions which are not caused by an Injury;]
- [Expenses resulting from an Injury occurring while this Benefit is not in force;]
- 3) [Injury not sustained during a Covered School Activity;]
- 4) [Intentionally self-inflicted Injury, suicide or attempted suicide, while sane or insane;]
- 5) [Gas inhalation or poison voluntarily taken, administered or inhaled;
- 6) [Injury caused by war or act of war, or while in the armed forces;]
- 7) [Existing or pre-existing injuries or defects, which are not caused by an Injury sustained while this Benefit is in force.]]

All other conditions and provisions remain unchanged.]

# **[MAXIMUM LIABILITY**

In no event shall the Company's maximum liability exceed the total amount of {\$5,000 - \$5,000,000} in the aggregate, as a result of any one covered Accident [and further provided that no liability shall exist on the part of the Company for any expense incurred after {1 - 10 year(s)} immediately following the date of such Injury].]

This provision will apply even though the plans named above contain coordination of benefits, non-duplication of benefits or similar provisions.]

# EFFECTIVE DATE, POLICY TERM AND POLICY TERMINATION

This Policy takes effect and terminates on the dates stated in the Schedule of Benefits of this Policy. Coverage is afforded for the term or terms designated. All periods of insurance shall begin and end at 12:01 P.M. Standard Time, at the address of the Policyholder.

# EFFECTIVE DATE AND TERMINATION DATE OF INDIVIDUAL VOLUNTARY PARTICIPATION STUDENT ACCIDENT ONLY INSURANCE

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Deleted: an initial Disability Benefit

### Deleted: of {\$10,000 - \$50,000}

Deleted: beginning in the {6<sup>th</sup> - 12<sup>th</sup>}month of Disability. Subsequently, followed by additional monthly Disability Benefit payments of {\$1,000 - \$5,000} until {age 65} or until the {\$50,000 - \$1,000,000} Maximum Disability Benefit, has been reached

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The insurance of each Insured who applies for insurance on or before the effective date hereof shall take effect on the effective date of this Policy. Insurance of any Insured applying for insurance after the effective date hereof shall take effect on the date of application and receipt of premium.

The Insured's coverage will end on the following date:

- [1. School Time Plan The termination date shown in the Schedule of Benefits.]
- [2. 24-Hour Plan The opening day of the next academic year.]

### **[PRE-EXISTING CONDITIONS**

No benefits will be payable [in excess of \\$50 - \\$100\}] for the Insured's pre-existing conditions. They are defined as an Injury, which occurred prior to the Insured's Effective Date of Coverage, for which the Insured [noticed symptoms or] was medically diagnosed, treated (including medication), or advised by a Physician within the \{6 - \frac{24}{months}\} immediately prior to his Effective Date of Coverage under the Policy.

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Covered Medical Expenses resulting from a pre-existing condition will not be covered unless {6 - 12} consecutive months have elapsed during which no medical treatment or advice is given by a Physician for such condition.]

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[This provision will only apply when there is no identifiable charge, to the parent or student, for

### **GENERAL PROVISIONS**

**ACTS OF THE POLICYHOLDER** In administering this Policy all Insureds must be treated equally. We will rely on your acts.

**CLERICAL ERROR** Clerical errors or delays in keeping records for this Policy will not deny insurance which would otherwise have been granted; nor extend insurance which otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

**CONFORMITY TO LAW** Any provision of this Policy which is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**ENTIRE CONTRACT; CHANGES** This Policy, your application, and any endorsements or other attachments is the entire contract between you and us. Any statement you or the Insured makes is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of the written application.

This Policy may be changed at any time by written agreement between you and us. No change in this Policy will be effective until it is approved by one of our executive officers. This approval must be noted on or attached to this Policy. No agent or other person has authority to change this Policy or to waive any of its terms.

NONPARTICIPATING This Policy is a nonparticipating Policy; it does not share in our surplus.

**PREMIUM DUE DATE**: The premium is due on this Policy's Effective Date. Premiums are payable at the Company's Home Office, Baltimore, Maryland or to an authorized representative.

Deleted: **INCONTESTABILITY** After this Policy has been in force for two years, it can only be contested for non-payment of premiums. No statement made by an Insured can be used in a contest after his insurance has been in force for two years during his lifetime. No statement an Insured makes can be

used in a contest unless it is in writing

and signed by him.¶

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In no event shall the Company's maximum liability exceed the total amount of {\$5,000 - \$5,000,000} in the aggregate, as a result of any one covered Injury and further provided that no liability shall exist on the part of the Company for any expense incurred after {52 weeks - lifetime} immediately following the date of such Injury.]¶

This provision will apply even though the plans named above contain coordination of benefits, non-duplication of benefits or similar provisions.]¶

MLSA2100GBP

coverage.]

**RECORDS** Sufficient records must be maintained to show the names of all Insureds; the dates they became insured; and any such other information required to administer this Policy.

**RIGHT TO TERMINATE** You or we may end this Policy at any time by giving written notice to the other party [ thirty-one (31) days] prior to the effective date of termination. You must notify all Insureds of such Policy termination.

### **CLAIM PROVISIONS**

**BENEFICIARY** The Insured's beneficiary is the person or persons designated by the Insured in writing and entered in the insurance records for this Policy. The Insured may change such designation by written notice to the Policyholder.

A beneficiary change becomes effective only when the new designation is entered in such records. But the change then relates back to take effect as of the date the Insured signed the notice, even though the Insured may not be living when the entry is made. Any payment or other action by the Company before the entry is made will not prejudice the Company.

An Insured does not need the consent of the beneficiary to make a beneficiary change.

**[CLAIM FORMS** When we receive notice of claim, the Insured will be sent forms to file proof of loss. If the forms are not sent within {15 days} after we receive notice, then the Insured will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss. This must be sent to us within the time limit stated in the Proof of Loss provision.]

**FACILITY OF PAYMENT** If the beneficiary is a minor, or for any other reason is not capable of giving, a valid release for any payment due, we may, at our option, and until claim is made by the duly appointed guardian of the beneficiary, make such payment to:

- (a) any relative of the beneficiary by blood or marriage; or
- (b) any other person or institution which appears to us to have assumed custody and principal support of the beneficiary.

Such payment(s) may not exceed {\$20 - \$100 per month}. They must be made for the sole benefit of the beneficiary.

If, with respect to any amount of insurance payable at the Insured's death,

- (1) no beneficiary designation is in effect, or
- (2) no designated beneficiary is then living,

We may pay, at our option, such amount to the Insured's estate or to any one or more of the following who survive the Insured:

- (A) wife or husband;
- (B) children, including adopted or stepchildren;
- (C) mother or father;
- (D) brothers or sisters.

Our liability shall be fully discharged to the extent of payment made under this provision.

**LEGAL ACTIONS** No legal action may be brought to recover against this Policy within 60 days after written proof of loss has been given. No such action will be brought after three years from the time written proof of loss is required to be given.

If a time limit of this Policy is less than allowed by the laws of the state where the Insured lives, the limit is extended to meet the minimum time allowed by such law.

**NOTICE OF CLAIM** We must be given written notice of claim within {20 - 60} days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice must contain the Insured's name and enough information to identify him. Notice may be mailed to our Claims Administrator.

**PAYMENT OF CLAIMS** Claims for benefits provided by this Policy will be paid as soon as written proof is received.

All benefits of this Policy, except those for Loss of life, are payable to the Insured. In the event the Insured is a minor, we will pay any amount otherwise payable to him as Insured to a relative or beneficiary or other person we deem entitled to the payment. [Benefits for Loss of life under Accidental Death and Dismemberment Insurance are payable to the Insured's Beneficiary or to one or more other persons under terms of the Facility of Payment provision.] Payment so made will satisfy our duty to make payment as to the limited benefit paid. We do not assume any responsibility for the validity of any assignment.

**PHYSICAL EXAMINATION AND AUTOPSY** At our expense, we have the right to have the Insured examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law forbids it.

**PROOF OF LOSS** Written proof must be sent to us within 90 days after the date the loss occurs. If it was not reasonably possible to give us written proof within 90 days, we will not reduce or deny a claim for this reason if it is shown that written proof of the loss was given as soon as reasonably possible, but in no event more than one year after the date of loss.

**[RIGHT OF SUBROGATION** [We will be fully and completely subrogated to the rights of a Covered Person against parties who may be liable to provide indemnity or make a contribution with respect to any matter that is the subject of a claim under the Policy.]

The Covered Person further agrees to cooperate fully with us in seeking such indemnity or contribution including, where appropriate, when we are instituting proceedings at its own expense against such parties in the name of the Covered Person. The Covered Person further agrees that the Company will have a lien to the extent of benefits provided. Such lien may be filed with the person whose act caused the Injury, the person's agent or a court having jurisdiction in the matter.]

**RIGHT TO RECOVERY** If payments for claims exceed the Maximum amount payable under any benefit provisions or riders of this Policy, we have the right to recover the excess of such payments.



Administrative Office | 520 Park Avenue | Baltimore | Maryland 21201-4500

May 5, 2010

Insurance Commissioner Jay Bradford Compliance - Life and Health Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201-1904

Re: Monumental Life Insurance Company

Group K-12 - Blanket Student Accident Only Policy

Company Filing #: GH AR0047655F02

Forms MLSA2100GBP

NAIC #: 468-66281 FEIN #: 52-0419790

Dear Commissioner Bradford:

The above referenced form is being filed for your review.

Revised form MLSA2100GBP is replacing Policy form MLSA2100GBP which was previously approved by your department on January 26, 2010 under SERFF Filing ID AEGX-126458195. The original version of this form has not been issued in Arkansas or otherwise used in Arkansas and will not be used in Arkansas at anytime. Therefore, we would like to withdraw the previously approved form and replace it with this revised form so that we can retain the original form number.

Policy form MLSA2100GBP has been revised to further clarify benefits. The Benefit Provisions have been revised and now refer to the Schedule of Benefits for the benefit description. Additionally we have added a definition for Policyholder, the definitions Deductible and Disappearing Deductible has been separated, and the provision Incontestability has been deleted. Some additional variability and language changes have also been made to this form. A redline version indicating the changes made is attached under the supporting documentation tab.

We hope that we will soon be receiving your notice of approval. Should you need any additional information, please contact me. Thank you for your help and cooperation with this filing.

Sincerely,

Mary J. DiMarcantonio, ALHC

Product Filing and Compliance Analyst

Many J. Dimacartais

1-800-233-4624 Ext. 5263

mdimarcantonio@aegonusa.com